

EAR-0334

COPY 1 OF 2

13 April 1964

Dear Jerry:

Pursuant to our telecon of 9 April, we are pleased to forward for formal contract approval purposes the attached copies of our P. O. #1991 to Scientific Data Systems, Inc., Santa Monica, California. P. O. #1991 constitutes a fixed price type procurement in the amount of \$181,000. calling for the acquisition of a SDS 910 Computer System.

It is to be noted that the 910 Computer will form an integral part of our Digital Printout Device (2nd DPOD) which was given a go-ahead by your office on 3 February 1964 and will subsequently be incorporated under the follow-on EMR contract.

Regards,

*Jim*  
Jim

APPROVED under Contract FH-7322

STAT

*BEST COPY*  
*Available*

**PUR** **ACCOUNT INSTRUMENTS LABORATORY**  
 A DIVISION OF CUTLER-HAMMER, INC.  
 DEER PARK, LONG ISLAND, NEW YORK  
 TEL: NYNEX 2-3160 — TWEN SE PR N.Y. 883

**SHIP TO** ☒ COMAC ROAD, DEER PARK, N.Y. ☐ WALT WHITMAN RD. MELVILLE, N.Y. ☐ OTHER (See below)

DATE REQUIRED: **3/3/64** DATE PROMISED: **1991** F.O.B. Our plant unless indicated below.

See Below ☒ Santa Monica, California

GOVT. CONTRACT NO. **8180** Applicable

REG. NO. **8180**

**PRIORITY** To be assigned

SHIP VIA: **QSD**

THE FOLLOWING CLAUSES SHALL ALSO APPLY WHEN CLAIM NUMBERS ARE REFERENCED ON THE FACE OF THIS ORDER.

- GOVERNMENT SOURCE INSPECTION** is required on this policy type item. When material is ready for inspection, notify the Government Inspector who normally services your plant. A duplicate copy of this purchase order is attached for transmittal by you to your Government Inspector.
- AIR FORCE SOURCE INSPECTION** is required on this policy type item. When material is ready for inspection, notify A.F. Quality Control Inspector who normally services your plant.
- AREA APPROVAL CERTIFICATION** by acceptance of this purchase order, Seller certifies that an Area Approval Certificate number, covering material purchased herein, is in effect.
- CERTIFICATE OF COMPLIANCE** Certificate of Compliance covering off
- FEDERAL MANUFACTURER'S EXCISE TAX EXEMPTION CERTIFICATE** Articles purchased hereunder are exempt from Federal Manufacturer's Excise Tax as they are to be used by Buyer as material in the manufacture or production of, or as a component part of, another article or articles to be manufactured or produced by Buyer's registration No. **STAT**
- PRICE VERIFICATION** By acceptance of this purchase order, Seller certifies that the prices stated herein are not in excess of prices quoted or charged any other purchaser in similar quantities for the same articles.

Scientific Data Systems, Inc.  
 1649 Seventeenth Street  
 Santa Monica, California

CONFIRMING ORDER

ATTENTION:

CLASS TYPE

DRAWINGS/SPECIFICATIONS ATTACHED

TERMS

IN YOUR POSSESSION

Net 30 Days

OTHER REMARKS REFER TO ADDITIONAL CLASSES SET FORTH ABOVE

### ACKNOWLEDGMENT REQUIRED

Please sign and return immediately the acknowledgment copy of this order as your acceptance of all provisions on both sides hereof, including referenced attachments, if any. No modification or amendment shall be binding unless made by supplemental forms signed by Buyer and duly acknowledged by Seller.

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Subcontracts

PRODUCT	JOB NO.	QUANTITY	UNIT	ITEM	PART NO.	DESCRIPTION	UNIT PRICE	AMOUNT
						This purchase order is entered into between Airborne Instruments Laboratory, a Division of Cutler-Hammer, Inc., hereinafter referred to as AIL and/or Buyer and Scientific Data Systems, Inc., hereinafter referred to as Seller or Contractor. The parties hereto agree that the Seller shall deliver an operational SDS 910 Computer System comprised of the following items #1 through #8 in accordance with EXHIBIT "A" TO AIL PURCHASE ORDER #1991 which is attached hereto and incorporated herein by reference.		
1924	86	1	ea	1		Model #910 General Purpose Computer with 4096 words of core memory and 300 characters/second Paper Tape Reader.	\$56,000.00	
1924	86	1	ea	2		Model #9134 - Consisting of #9132 Punch and #9137 Typewriter.	10,000.00	

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By \_\_\_\_\_ AUTHORIZED SIGNATURE

**PURCHASE ORDER NO.**  
**SHIP TO** ☐ COMAC ROAD DEER PARK, N.Y. ☐ WALT WHITMAN RD. MELVILLE, N.Y. ☐ OTHER (See below)

**DATE REQUIRED** **DATE PROMISED** **F.O.B.** Our plant unless indicated below.

**GOVT. CONTRACT NO.** **REQ. NO.** **REQ'D BY**

**SHIP VIA:** Checkmark way unless indicated below

**PRIORITY** **CERTIFIED FOR NATIONAL DEFENSE** **USE UNDER DODS REG. NO. 1**

**SHIP DELIVER TO:** Recipient unless indicated below.

# AIRBORNE INSTRUMENTS LABORATORY

A DIVISION OF CUTLER-HAMMER, INC.  
 DEER PARK, LONG ISLAND, NEW YORK  
 TEL. NY 2-6100 — TRIN 62 PM N. Y. 3896

THE FOLLOWING CLAUSES SHALL ALSO APPLY WHEN CLAUSE NUMBERS ARE REFERENCED ON THE FACE OF THIS ORDER:

- GOVERNMENT SOURCE INSPECTION** is required on this policy type item. When material is ready for inspection, notify the Government Inspector who normally services your plant. A duplicate copy of this purchase order is attached for transmittal by you to your Government Inspector.
- AIR FORCE SOURCE INSPECTION** UNDER U. S. AIR FORCE BALISTIC MISSILE PROGRAM is required on this policy type item. When material is ready for inspection, notify A.F. Quality Control Inspector who normally services your plant.
- AREA APPROVAL CERTIFICATION** by acceptance of this purchase order. Seller certifies that an Area Approved Certificate number, covering material purchased herein, is in effect.
- CERTIFICATE OF COMPLIANCE** Certificate of Compliance covering all specifications applicable to materials purchased herein must be provided by Seller to Shipper at time of shipment. The order cannot be considered complete and the Buyer will not honor invoices until certificates are received.
- FEDERAL MANUFACTURER'S REGISTRATION** Articles purchased hereunder are exempt from Federal Manufacturer's Excise Tax as they are to be used by Buyer as material in the manufacture or production of, or as a component part of, another article or articles to be manufactured or produced by R. Buyer's registration No. 29.
- PRICE WARRANTY** by acceptance of this purchase order, Seller certifies that the prices stated herein are not in excess of prices quoted or charged any other purchaser in similar quantities for the same articles.

Page 2 of 3  
 Scientific Data Systems, Inc.

CONFIRMING ORDER  
☐ **REPLY TO**

**ATTENTION:**  
**CLASS TYPE** **DRAWINGS/SPECIFICATIONS ATTACHED** **TERMS**  
**IN YOUR POSSESSION**

THREE INVOICES REFER TO ADDITIONAL ORDERS SET FORTH ABOVE.

## ACKNOWLEDGMENT REQUIRED

Please sign and return immediately the acknowledgment copy of this order as your acceptance of all provisions on both sides listed, including referenced attachments, if any. No modification or amendment shall be binding unless made by supplemental memo signed by Buyer and duly acknowledged by Seller.

PROJECT	JOB NO.	QUANTITY	UNIT	ITEM	PART NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1924	86	1	ea	3		Model #9135 Paper Tape Spooler.	\$ 1,500.00	
1924	86	1	ea	4		Model #9149-E High-speed (one word per cycle) Parallel Input/Output option (Includes Memory Interlace Control).	12,500.00	
1924	86	1	ea	5		Model #9174 Buffered 300 lines/minute, 132 characters/line Printer.	38,000.00	
1924	86	1	ea	6		Model #9245 41.7 Kc - 15 Kc Magnetic Tape Unit including one Tape Transport and Control Unit for seven (7) additional Tape Transports.	33,000.00	
1924	86	1	ea	7		Model BBE-2 Special Input Buffer.	30,000.00	
1924	86	1	ea	8		Program Aids (Software).	Included in prices	above unit
TOTAL PRICE FOR THIS ORDER. . . . .								\$181,000.00

VENDOR: Scientific Data Systems, Inc.

Operational Date

The operational date for a working SDS 910 Computer System as described herein is on or before 19 June 1964.

Price Reduction for Defective Pricing Data

SCHEDULE NO. 1 TO AIL PURCHASE ORDER NO. 1991, dated 3 March 1964, entitled PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - PRICE ADJUSTMENT, is attached hereto and incorporated herein by reference.

Audit - Price Adjustment

SCHEDULE NO. 2 TO AIL PURCHASE ORDER NO. 1991, dated 3 March 1964 entitled AUDIT - PRICE ADJUSTMENT, is attached hereto and incorporated herein by reference.

NOTE:

1. In the event of any conflict between EXHIBIT "A" TO AIL PURCHASE ORDER #1991 and the GENERAL TERMS AND PROVISIONS of the Purchase Order Schedule, the information contained in said Exhibit shall take precedence.
2. Seller agrees to negotiate and enter into a separate maintenance agreement for maintenance of the SDS 910 Computer System as described herein. Such maintenance to be performed at Buyer's place of business or at such other sites within the Continental limits of the United States, as may be designated by Buyer. In no event shall the cost of such maintenance exceed the rates appearing in SDS Price Schedules #980020A, #980029B, dated 1 January 1964, and SDS Information Bulletin dated 1 January 1964.

3 March 1964

SCHEDULE NO. 1 TO AIL PURCHASE ORDER NO. 1991

PRICE REDUCTION FOR DEFECTIVE COST  
OR PRICING DATA - PRICE ADJUSTMENT

- A. This clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this purchase order which involves a price adjustment in excess of \$10,000.00, except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this paragraph shall be limited to such price adjustments.
- B. If the Buyer determines that any price including profit, or fee, negotiated in connection with any price adjustment under this purchase order was increased by any significant sums because the Seller or any subcontractor in connection with a subcontract covered by Paragraph C. below, furnished incomplete or inaccurate cost or pricing data or data not current as of the date of execution of the Seller's Certificate of Current Cost or Pricing Data, then such price shall be reduced accordingly and the purchase order modified in writing to reflect such adjustment.
- C. The Seller agrees to insert the substance of paragraphs A., B., and C. of this clause in each subcontract that exceeds \$10,000.00.

3 March 1964

SCHEDULE NO. 2 TO A.I.L. PURCHASE ORDER NO. 1991

AUDIT - PRICE ADJUSTMENT

(a) This clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this purchase order which involves a price adjustment in excess of \$10,000.00, unless the price adjustment is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(b) For purposes of verifying that cost or pricing data submitted in conjunction with a purchase order change or other modification involving an amount in excess of \$10,000.00 are accurate, complete, and current, the Contracting Officer and/or the Comptroller General of the United States and/or Buyer or their authorized representatives shall, until the expiration of four years from the date of final payment under this purchase order, have the right to examine those books, records, documents and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were available to the Seller as of the date of execution of the Seller's Certificate of Current Cost or Pricing Data.

(c) The Seller agrees to insert the substance of this clause including this paragraph (c) in all subcontracts hereunder in excess of \$10,000.00 unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.